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ATTORNEYS AT LAW

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RECORDATION NO. 29156-A FILED

MAR 09 '10

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SURFACE TRANSPORTATION BOARD



March 8, 2010

Ms. Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, D.C. 20423
Attn: Office of Recordations

Dear Ms. Brown:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are an original and two (2) copies of a Memorandum of Loan and Security Agreement, dated as of March 4, 2010, a primary document as defined in the Board's Rules for the Recordation of Documents and an original and two (2) copies of an Assignment of Rents and Lessor's Interest in Leases, dated as of March 4, 2010, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed document are:

SECURED PARTY:

FIFTH THIRD BANK
222 South Riverside Place,
32nd Floor
Chicago, IL 60606

GUARANTOR:

PATRIOT RAIL HOLDINGS, LLC
2255 Glades Road
Boca Raton, Florida 33431

BORROWERS:

PATRIOT RAIL CORP
2255 Glades Road
Boca Raton, Florida 33431

TENNESSEE SOUTHERN RAILROAD COMPANY, INC
100 Railroad Street
Mount Pleasant, Tennessee 38474

RARUS RAILWAY COMPANY d/b/a BUTTE, ANACONDA & PACIFIC RAILWAY CO.
300 West Commercial Avenue
Anaconda, Montana 59711

FLETCHER & SIPPEL LLC

Ms. Cynthia Brown
March 8, 2010
Page two

UTAH CENTRAL RAILWAY COMPANY
1900 South 1963 West
Ogden, Utah 84094

SACRAMENTO VALLEY RAILROAD, INC.,
4144 Dudley Boulevard, Building 412, McClellan AFB
Sacramento, California 95652

TEMPLE & CENTRAL TEXAS RAILWAY, INC
19 North Main Street
Temple, Texas 76501

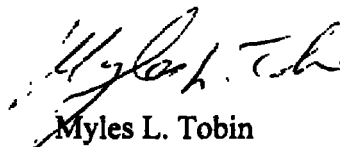
LOUISIANA AND NORTH WEST RAILROAD COMPANY, INC
304 West Main Street
Homer, Louisiana 71040

A description of the railroad equipment is included as Exhibit A to each document. Included in the property covered by the aforesaid documents are rolling stock and equipment intended for use and related to interstate commerce, and includes rolling stock or equipment acquired by Debtors or its or their successors **after the date** of the documents.

Also enclosed is a check in the amount of \$82.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return one stamped copy of each enclosed document to the undersigned.

Respectfully submitted,



Myles L. Tobin
Attorney for Secured Party

MLT/jc
Enclosures.

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**ASSIGNMENT OF RENTS AND
LESSOR'S INTEREST IN LEASES**

SURFACE TRANSPORTATION BOARD

This ASSIGNMENT OF RENTS AND LESSOR'S INTEREST IN LEASES (this "Assignment") is dated and effective as of March 4, 2010 by PATRIOT RAIL CORP., a Delaware corporation, whose address is 2255 Glades Road, Boca Raton, Florida 33431, TENNESSEE SOUTHERN RAILROAD COMPANY, INC., a Tennessee corporation, whose address is 100 Railroad Street, Mount Pleasant, Tennessee 38474, RARUS RAILWAY COMPANY d/b/a BUTTE, ANACONDA & PACIFIC RAILWAY CO., a Montana corporation, whose address is 300 West Commercial Avenue, Anaconda, Montana 59711, UTAH CENTRAL RAILWAY COMPANY, a Utah corporation, whose address is 1900 South 1963 West, Ogden, Utah 84094, SACRAMENTO VALLEY RAILROAD, INC., a California corporation, whose address is 4144 Dudley Boulevard, Building 412, McClellan AFB, Sacramento, California 95652, TEMPLE & CENTRAL TEXAS RAILWAY, INC. a Delaware corporation, whose address is 3111 Eberhardt Road, Temple, Texas 76501, and LOUISIANA AND NORTH WEST RAILROAD COMPANY, INC., a Louisiana corporation, whose address is 304 West Main Street, Homer, Louisiana 71040 (collectively, the "Assignor").

WITNESSETH:

A. Assignor is the owner or lessor of the railroad locomotives and rolling stock in Exhibit A attached hereto and made a part hereof (including any additional railroad locomotives or rolling stock acquired by Assignor subsequent to the date hereof, the "Rolling Stock").

B. Assignor has executed and delivered to FIFTH THIRD BANK, an Ohio banking corporation, successor by merger with Fifth Third Bank, a Michigan banking corporation, whose address is 222 South Riverside Plaza, 32nd Floor, Chicago, Illinois, 60606 (the "Assignee"), a Loan and Security Agreement dated as of even date herewith (such agreement, as it may be amended, restated, modified and/or supplemented from time to time, is hereinafter referred to as the "Loan Agreement"; capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Loan Agreement).

C. Assignee requires that Assignor, as a condition precedent to the disbursement of the proceeds of the loans evidenced by the Loan Agreement, executes and delivers this Assignment to secure all of Assignor's Obligations thereunder.

NOW, THEREFORE to secure (i) the payment when and as due and payable of the sums due in connection with the Loan Agreement and any extensions, renewals or modifications thereof and substitutes therefore, and (ii) the performance and observance of the covenants and agreements contained in and the payment of all obligations of Assignor under this Assignment and the other Loan Documents, Assignor does hereby sell, assign, transfer, convey, set over and grant unto Assignee all of Assignor's right, title and interest in and to the rents, issues and profit of the Rolling Stock, including all of Assignor's right, title and interest in any lease, whether written or verbal, or any letting of, or any agreement for the use, or sale of the Rolling Stock or any part thereof, which may have been heretofore or may be hereafter made or agreed to by Assignor, together with any and all deposits and profits now due and/or which may become due

thereunder by virtue thereof and any extensions and renewals thereof and the benefit of any guarantees executed in connection therewith, it being the intention hereby to establish an absolute transfer and assignment of all the said leases and agreements and security deposits, and all the avails thereof, to Assignee (collectively such leases and agreements are referred to hereinafter as the "Leases"), all on the following terms and conditions;

Assignor covenants and agrees with Assignee as follows:

1. Payment of Obligations. Assignor is assigning the Leases to secure the prompt payment when and as due and payable of the Obligations.

2. Powers of Assignee.

(a) Upon the occurrence of an "Event of Default" (as such term is defined in Section 6 below) which is continuing, Assignor does hereby appoint irrevocably Assignee its true and lawful attorney with full power of substitution and with full power for Assignee, in its own name and stead (with or without taking possession of the Rolling Stock), to rent, lease, let or sell all or any portion of the Rolling Stock to any party, to collect all of avails, rents, issues, deposits and profits now due or that may hereafter become due arising from or accruing under each and all of the Leases, and to file any claim or take any other action or proceeding and make any settlement of any claims in its own name or otherwise which Assignee may deem necessary or desirable in order to collect and enforce the payment of said avails, rents, issues, deposits and profits with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as Assignee would have upon taking possession of the Rolling Stock pursuant to the provisions hereinafter set forth.

(b) Upon any sale conducted by the Bank of any of the Rolling Stock, all right, title and interest of Assignor in and to the Leases shall, by virtue of this Assignment, thereupon vest and then become the absolute property of the Assignee, or its successors and assigns, without any further act or assignment by Assignor. Assignor hereby irrevocably appoints Assignee and its successors and assigns as its agent and attorney in fact to execute all instruments of assignment for further assurance in favor of such party, as may be necessary or desirable for that purpose.

(c) In the event any lessee under any of the Leases should be the subject of any proceeding under the Bankruptcy Reform Act of 1978, as amended from time to time, or any other federal, state or local statute which provides for the possible termination or rejection of such lessee's Lease, Assignor covenants and agrees that if any of the Leases is so terminated or rejected, no settlement for damages shall be made without the prior written consent of Assignee and any check in payment of damages for termination or rejection of any such Lease will be made payable both to Assignor and Assignee. Assignor hereby assigns any such payment to Assignee and further covenants and agrees that upon the request of Assignee, it will duly endorse to the order of Assignee any such check, the proceeds of which will be applied to whatever portion of the Obligations Assignee may elect.

3. Representations and Warranties. Assignor represents and warrants that: (i) Assignor is the sole owner of the entire interest in each of the Leases, (ii) each of the Leases is

legal, valid and enforceable, is in full force and effect and has not been altered, modified or amended in any manner whatsoever, (iii) none of the lessees named in any of the Leases is in default under any of the terms, covenants or conditions thereof, and, with respect to each of the Leases, no state of facts exist which, with the giving of notice or lapse of time or both, would constitute a default thereunder, (iv) no rent reserved in any of the Leases is presently assigned or anticipated and there is no presently outstanding prior assignment, pledge or hypothecation of its interest in any of the Leases and (v) no such rent for any period subsequent to the date of this Assignment has been paid or collected more than 30 days in advance of the time when the same became due under the terms of each of the Leases.

4. Covenants.

(a) Assignor covenants and agrees with Assignee that it shall, without cost, liability or expense to Assignee: (i) at all times promptly and faithfully abide by, discharge and perform each and every covenant, condition and agreement in each of the Leases, on the part of the lessor thereunder to be kept and performed, (ii) enforce or secure the performance of all of the covenants, conditions and agreements of each of the Leases on the part of each of the lessees thereunder to be kept and performed, (iii) appear in and defend any action or proceeding arising under, growing out of or in any manner connected with any of the Leases or the obligations, duties or liabilities of lessor or of any of the lessees thereunder, and pay all reasonable costs and expenses of Assignee, including attorneys' fees in any such action or proceeding in which Assignee may appear, (iv) transfer and assign to Assignee upon request of Assignee, any Leases of all or any part of the Rolling Stock heretofore or hereafter entered into, and make, execute and deliver to Assignee upon demand, any instruments required to effect such assignment, (v) furnish to Assignee, upon request, a written statement containing the name of each and every lessee under each and every Lease and the terms of each and every Lease, including the identification of the Rolling Stock that is being leased, the rental payable and the security deposits, if any, paid thereunder, (vi) exercise within five Business Days of any demand thereof by Assignee any right to request from a lessee under any of the Leases a certificate with respect to the status thereof, (vii) furnish Assignee immediately with copies of any notices of default which Assignor may at any time forward to any lessee of the Rolling Stock, or any portion thereof, and (viii) pay immediately upon demand all reasonable sums expended by Assignee under authority hereof, together with interest thereon at the default interest rate provided in the Loan Agreement.

(b) Assignor covenants and agrees with Assignee that it shall not: (i) modify, extend or otherwise alter the terms of any of the Leases or any of the guarantees of the Leases, (ii) from and after the date hereof execute any lease of all or any portion of the Rolling Stock, without providing advanced written notice to Assignee, (iii) in any manner impair the value of the Rolling Stock, (iv) permit any of the Leases to become subject to any lien other than a lien created by this Assignment and the Loan Agreement, (v) execute an assignment, hypothecation or pledge of any rents of the Rolling Stock or of any of the Leases of all or any part of the Rolling Stock, except as security for the Obligations.

(c) Assignor hereby irrevocably authorizes the Assignee to file with the Surface Transportation Board pursuant to 49 U.S.C. §11301 this Assignment, any memorandum thereof, any amendment hereto or thereto or any other document as the Assignee deems necessary in order to establish and maintain valid, attached and perfected, the security interests in

the Leases. Assignor covenants and agrees that it shall execute and/or deliver to Assignee, at any time and from time to time hereafter at the request of Assignee, all agreements, instruments, documents and other written matter (the "Supplemental Documentation") that Assignee reasonably may request, in form and substance acceptable to Assignee, to perfect and maintain perfected Assignee's security interest, lien and/or encumbrance in and/or pledge and assignment of the Leases and to consummate the transactions contemplated in or by this Assignment. Assignor hereby irrevocably appoints Assignee (and all Persons designated by Assignee for that purpose) as such Assignor's true and lawful attorney to sign the name of such Assignor on the Supplemental Documentation and to deliver the Supplemental Documentation to such Persons as Assignee, in its sole and absolute discretion may elect. Assignor agrees that a carbon, photographic or photostatic copy, or other reproduction, of this Assignment or of any financing statements, shall be sufficient as a financing statement.

5. Certain Rights of Assignor. So long as there shall exist no Event of Default hereunder, Assignor shall have the right to collect all rents, security deposits, income and profits arising under each and every Lease and to retain, use and enjoy the same and Assignee shall refrain from exercising its rights hereunder.

6. Event of Default. The following shall constitute an "Event of Default" under this Assignment (i) any "Event of Default" occurs under the Loan Agreement, or (ii) any default occurs in the due and punctual performance of or compliance with any other term, covenant or condition in this Assignment and said default continues for a period of 30 days after Assignee gives written notice thereof to Assignor; provided, however, that if said default cannot be cured within said 30 day period, have commenced to effect a cure within such 30 day period and Assignor diligently pursues such cure, Assignor shall have so much additional time as may be reasonably necessary to cure said default, or (iii) any representation or warranty of Assignor made herein shall prove to be false in any material respect when made, or (iv) an "Event of Default" occurs under any of the other Loan Documents.

7. Assignee's Remedies. Upon the occurrence of an Event of Default hereunder, and without regard to the adequacy of any other security therefore or whether or not the entire principal sum of the Obligations is declared to be immediately due, forthwith, upon demand of Assignee, Assignor shall surrender to Assignee and Assignee shall be entitled to take actual possession of any of the Rolling Stock, or any part thereof, personally or by its agents or attorneys, and Assignee in its discretion may enter upon and take and maintain possession of all or any part of the Rolling Stock, together with all documents, books, records, papers and accounts of the Rolling Stock, and together with all documents, books, records, papers and accounts of Assignor or the then manager of the Rolling Stock relating thereto, and may exclude Assignor, its agents or servants, wholly therefrom and may, as attorney in fact or agent of Assignor, or in its own name as Assignee and under the powers herein granted: (i) hold, operate, manage, and control the Rolling Stock and conduct the business, if any, thereof, either personally or by its agents, and with full power to use such measures, legal or equitable, as in Assignee's sole discretion or in the sole discretion of its successors or assigns may deem proper or necessary to enforce the payment or security of the avails, rents, issues and profits of the Rolling Stock including actions for recovery of rent, hereby granting full power and authority to exercise each and every right, privilege and power herein granted at any and all times hereafter, without notice to Assignor, (ii) cancel or terminate any of the Leases or subleases permitted pursuant thereto

and approved by Assignee, for any cause or on any ground which would entitle Assignor to cancel the same, (iii) elect to disaffirm any other Leases or any sublease made subsequent to the Loan Agreement or subordinated to the lien thereof, (iv) extend or modify any of the then existing Leases and make new leases, which extensions, modifications and new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the Obligations and the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such Leases, and the options or other such provisions to be contained therein, shall be binding upon Assignor and all persons whose interests in the Rolling Stock are subject to the lien hereof and shall also be binding upon the purchaser or purchasers at any sale conducted by the Bank, notwithstanding, any redemption from sale, discharge of the Obligations, satisfaction of any such sale decree, or issuance of any certificate of sale or deed to any purchaser, (v) make all necessary or proper repairs, renewals, replacements, alterations, betterments, and improvements to the Rolling Stock which to Assignee may seem judicious, (vi) insure and reinsure the Rolling Stock and all risks incidental to Assignee's possession, operation and management thereof and (vii) receive all avails, rents, issues and profits.

8. Application of Rents. Any avails, rents, issues and profits of the Rolling Stock received by Assignee pursuant hereto shall be applied in payment of or on account of the following, in such order as Assignee may determine: (i) to the payment of the operating expenses of the Rolling Stock, including reasonable compensation to Assignee or its agent or agents, reasonable attorneys' fees and lease commissions and other compensation and expenses of seeking and procuring lessees and entering into Leases and the payment of premiums on insurance hereinabove authorized, (ii) to the payment of taxes or other charges now due or which may hereafter become due on the Rolling Stock, (iii) to the payment of all repairs, renewals, replacements, alternations, additions, betterments, and improvements of the Rolling Stock, including the cost from time to time of installing or replacing Rolling Stock in such condition as will, in the reasonable judgment of Assignee, make the Rolling Stock readily rentable, (iv) to the payment of any Obligations or any deficiency which may result from any sale conducted by the Bank, or (v) with respect to any surplus of remaining funds, to Assignor, unless otherwise required by operation of law or legal process, in which case to such person or persons as may be legally entitled thereto.

9. No Liability. Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Rolling Stock after the occurrence of an Event of Default hereunder or from any other act or omission of Assignee in managing the Rolling Stock after the occurrence of an Event of Default hereunder. Assignee shall not be obligated to perform or discharge, nor does Assignee hereby undertake to perform or discharge, any obligation, duty or liability under any of the Leases or under or by reason of this Assignment, and Assignor shall and does hereby agree to indemnify Assignee for, and to hold Assignee harmless from, any and all liability, loss or damage which may or might be incurred under any of the Leases or under or by reason of this Assignment and from any claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants, or agreements contained in any of the Leases. Should Assignee incur any such liability under any of the Leases, or under or by reason of this Assignment or in defense of any such claims or demands, the amount thereof, including costs, expenses and attorneys' fees which are reasonably incurred,

shall be secured hereby and Assignor shall reimburse Assignee therefore with interest at the default interest rate provided in the Loan Agreement immediately upon demand. This Assignment shall not operate to place responsibility for the control, care, management or repair of the Rolling Stock upon Assignee, nor for the carrying out of any of the terms and conditions of any of the Leases, nor shall it operate to make Assignee responsible or liable for any waste committed in connection with the property by any of the lessees or any other person or for any dangerous or defective conditions of the Rolling Stock, or for any negligence in the management, upkeep, repair or control of the Rolling Stock resulting in loss or injury or death to any lessee, licensee, employee or stranger.

10. Defeasance. Upon payment in full of the Obligations, this Assignment shall become and be void and of no further effect but the affidavit, certificate, letter or statement of any officer, agent or attorney of Assignee showing any part of said principal and interest to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment and any person may, and is hereby authorized to rely thereon.

11. Attornment. A demand on any lessee by Assignee for the payment of the rent on the occurrence of an Event of Default hereunder shall be sufficient warrant to such lessee to make future payment of rent to Assignee without the necessity of further consent by Assignor. Assignor hereby authorizes and directs each lessee named in each of the Leases, and any other or future lessee of the Rolling Stock, upon receipt from Assignee of written notice to the effect that Assignee is then the lender under the Loan Agreement and that an event of default exists thereunder or under this Assignment, to pay over to Assignee all rents, security deposits, and other sums, if any, arising or accruing under such Lease and to continue to do so until otherwise notified by Assignee.

12. Release and Substitution of Security. Assignee may take or release other security for the Obligations, may release any person primarily or secondarily liable therefore and may apply any other security held by it to the satisfaction of the Obligations without prejudice to any of its rights under this Assignment.

13. Right to Exercise Remedies. Nothing contained in this Assignment and no act done or omitted by Assignee pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under the Loan Agreement. This Assignment is made without prejudice to any of the rights and remedies possessed by Assignee under the terms of the Loan Agreement and/or any of the Loan Documents, it being agreed and understood that no remedy conferred upon or reserved to Assignee herein or in the Loan Agreement or any of the other Loan Documents is intended to be exclusive of any other remedy or remedies, and each and every such remedy and all representations herein and in the Loan Agreement and the other Loan Documents contained shall be cumulative and concurrent and shall be in addition to every other remedy given hereunder and thereunder or now or hereafter existing at law or in equity or by statute. Remedies may be pursued singly, successively or together against Assignor or the Rolling Stock at the sole discretion of Assignee. The right of Assignee to collect the principal sum and interest thereon of the Obligations and to enforce any other security therefore held by it may be exercised by Assignee either prior to, simultaneously with or subsequent to any action taken by it hereunder.

14. Binding on Successors; Certain Definitions. This Assignment and the covenants herein contained shall inure to the benefit of Assignee and any subsequent lender under the Loan Agreement and shall be binding upon Assignor, its successors and assigns and any subsequent owner of the Rolling Stock. The words "Assignor," "Assignee" and "lessee," wherever used herein, shall include the persons named herein and designated as such and their respective successors and assigns. The following words and phrases shall be construed as follows: (x) "any" shall be construed as "any and all;" (y) "include" and "including" shall be construed as "including, but not limited to;" and (z) "will" and "shall" shall each be construed as mandatory. The words "hereby," "hereof," "hereto," "herein" and "hereunder" and any similar terms shall refer to this Assignment as a whole and not to any particular paragraph or subparagraph. The word "hereafter" shall mean after the date of this Assignment and the word "heretofore" shall mean before the date of this Assignment. Words of the masculine, feminine or neuter gender shall mean and include the corresponding words of the other genders and words implying the singular number shall mean and include the plural number and vice versa. Words implying persons shall include firms, associations, partnerships (including limited partnerships), limited liability companies, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

15. Assignment as Additional Security. This Assignment is given as additional security for the Obligations. All amounts collected hereunder, after deducting the expenses of collection, shall be applied on account of the Obligations, or in such other manner as may be provided for in the Loan Agreement, or in any general assignment of rents given as additional security for the Obligations. This Assignment is intended to be supplementary to and not in substitution for or in derogation of any assignment of rents to secure the Obligations contained in the Loan Agreement.

16. Subrogation. Assignee shall be subrogated to any lien discharged out of the avails, rents, deposits, incomes and profits of the Rolling Stock.

17. Miscellaneous.

(a) This Assignment may not be modified, amended, discharged or waived, except by an agreement in writing and signed by the party against whom enforcement of any such modification, amendment, discharge or waiver is sought.

(b) The paragraph headings in this Assignment are used for convenience only and are not to be taken as a part of this Assignment or to be used in determining the intent of the parties or otherwise in interpreting this Assignment.

(c) This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois without reference to choice of law principles.

(d) Any notices which any party may be required or may desire to give hereunder shall be deemed to have been given if delivered in the manner and to the addresses set forth in section 13.17 of the Loan Agreement.

(e) This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same

instrument. In making proof of this Assignment, it shall not be necessary to produce or to account for more than one counterpart.

18. Lessee's Right to Quiet Enjoyment. Notwithstanding anything to the contrary herein, this Assignment shall not be construed as effecting any Lessee's right to quiet enjoyment of the Rolling Stock pursuant to and in accordance with the terms of the Lease applicable to such Lessee; provided that such Lessee is not in default under the terms of the applicable Lease; and provided, further, that such Lessee is not an Affiliate or Subsidiary of Assignor.

[The rest of this page has been intentionally left blank – signature page follows]

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Assignment of Rents and Lessor's Interest in Leases as of the date first above written.

PATRIOT RAIL CORP., a Delaware corporation

By: [Signature]
Its: PRESIDENT + CEO

TENNESSEE SOUTHERN RAILROAD COMPANY, a Tennessee corporation

By: [Signature]
Its: PRESIDENT + CEO

RARUS RAILWAY COMPANY d/b/a BUTTE, ANACONDA & PACIFIC RAILWAY CO., a Montana corporation

By: [Signature]
Its: PRESIDENT + CEO

UTAH CENTRAL RAILWAY COMPANY, a Utah corporation

By: [Signature]
Its: PRESIDENT + CEO

SACRAMENTO VALLEY RAILROAD, INC., a California corporation

By: [Signature]
Its: PRESIDENT + CEO

LOUISIANA AND NORTH WEST RAILROAD COMPANY, INC., a Louisiana corporation

By: [Signature]
Its: PRESIDENT + CEO

TEMPLE & CENTRAL TEXAS RAILWAY, INC., a Delaware corporation

By: [Signature]
Its: PRESIDENT + CEO

Agreed and accepted:

Fifth Third Bank, an Ohio banking corporation, successor by merger with Fifth Third Bank, a Michigan banking corporation

By: _____

Its: _____

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Assignment of Rents and Lessor's Interest in Leases as of the date first above written.

PATRIOT RAIL CORP., a Delaware corporation TENNESSEE SOUTHERN RAILROAD COMPANY, a Tennessee corporation

By: _____
Its: _____

By: _____
Its: _____

RARUS RAILWAY COMPANY d/b/a BUTTE, ANACONDA & PACIFIC RAILWAY CO., a Montana corporation UTAH CENTRAL RAILWAY COMPANY, a Utah corporation

By: _____
Its: _____

By: _____
Its: _____

SACRAMENTO VALLEY RAILROAD, INC., a California corporation LOUISIANA AND NORTH WEST RAILROAD COMPANY, INC., a Louisiana corporation

By: _____
Its: _____

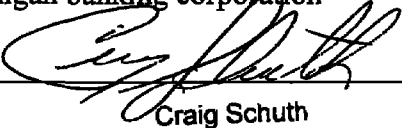
By: _____
Its: _____

TEMPLE & CENTRAL TEXAS RAILWAY, INC., a Delaware corporation

By: _____
Its: _____

Agreed and accepted:

Fifth Third Bank, an Ohio banking corporation, successor by merger with Fifth Third Bank, a Michigan banking corporation

By:  _____
Its: _____
Craig Schuth
Vice President
Fifth Third Bank

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of March, 2010, before me, a Notary Public of the County and State aforesaid, personally appeared _____ to me personally known, who being by me duly sworn, says that he is the _____ of LOUISIANA AND NORTH WEST RAILROAD COMPANY, INC., a Louisiana corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

AS WITNESS my hand and notarial seal.

Notary Public

My Commission Expires:

STATE OF _____)
) ss
COUNTY OF _____)

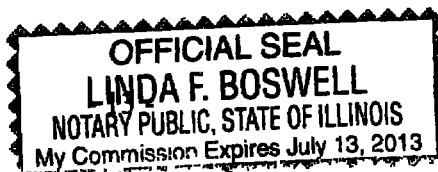
On this 3rd day of March, 2010, before me, a Notary Public of the County and State aforesaid, personally appeared CLAY SCHULTZ to me personally known, who being by me duly sworn, says that he is the Vice President of Fifth Third Bank, an Ohio banking corporation, successor by merger with Fifth Third Bank, a Michigan banking corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

AS WITNESS my hand and notarial seal.

Linda F. Boswell
Notary Public

My Commission Expires:

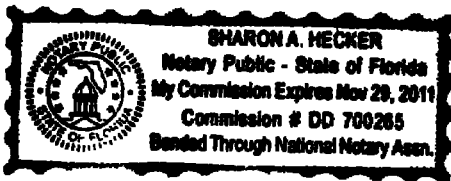
July 13, 2013



STATE OF FLORIDA)
COUNTY OF Palm Beach) ss

On this 3rd day of March, 2010, before me, a Notary Public of the County and State aforesaid, personally appeared GARY J. MARINO to me personally known, who being by me duly sworn, says that he is the PRESIDENT & CEO of TENNESSEE SOUTHERN RAILROAD COMPANY, INC., a Tennessee corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

AS WITNESS my hand and notarial seal.



Sharon A. Hecker
Notary Public

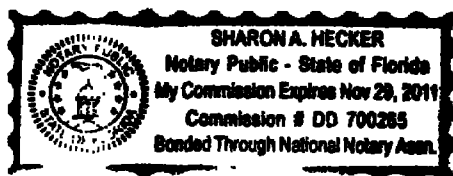
My Commission Expires:

Nov. 29, 2011

STATE OF FLORIDA)
COUNTY OF Palm Beach) ss

On this 3rd day of March, 2010, before me, a Notary Public of the County and State aforesaid, personally appeared GARY O. MARINO to me personally known, who being by me duly sworn, says that he is the Pres. & CEO of RARUS RAILWAY COMPANY d/b/a BUTTE, ANACONDA & PACIFIC RAILWAY CO., a Montana corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

AS WITNESS my hand and notarial seal.



Sharon A. Hecker
Notary Public

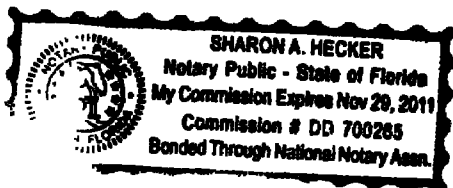
My Commission Expires:

Nov. 29, 2011

STATE OF FLORIDA)
COUNTY OF Palm Beach) ss

On this 3rd day of March, 2010, before me, a Notary Public of the County and State aforesaid, personally appeared GARY O. MARINO to me personally known, who being by me duly sworn, says that he is the Pres. & CEO of UTAH CENTRAL RAILWAY COMPANY, a Utah corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

AS WITNESS my hand and notarial seal.



Sharon A. Hecker
Notary Public

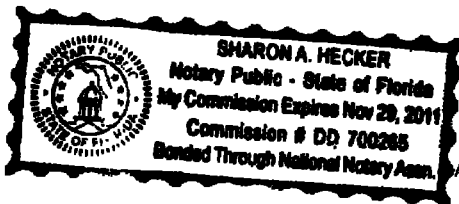
My Commission Expires:

Nov. 29, 2011

STATE OF FLORIDA)
COUNTY OF Palm Beach) SS

On this 3rd day of March, 2010, before me, a Notary Public of the County and State aforesaid, personally appeared GARY O. MARINO to me personally known, who being by me duly sworn, says that he is the PRES. & CEO of SACRAMENTO VALLEY RAILROAD, INC., a California corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

AS WITNESS my hand and notarial seal.



Sharon A. Hecker
Notary Public

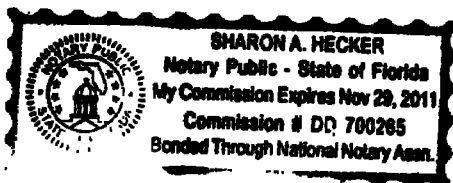
My Commission Expires:

Nov. 29, 2011

STATE OF FLORIDA)
COUNTY OF Palm Beach) SS

On this 3rd day of March, 2010, before me, a Notary Public of the County and State aforesaid, personally appeared GARY O. MARINO to me personally known, who being by me duly sworn, says that he is the PRES. & CEO of TEMPLE & CENTRAL TEXAS RAILWAY, INC., a Delaware corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

AS WITNESS my hand and notarial seal.



Sharon A. Hecker
Notary Public

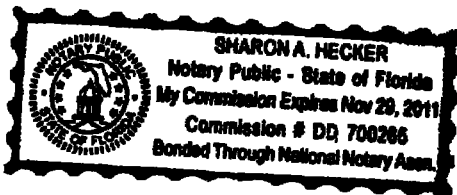
My Commission Expires:

Nov. 29, 2011

STATE OF Florida)
COUNTY OF Palm Beach) ss

On this 3rd day of March, 2010, before me, a Notary Public of the County and State aforesaid, personally appeared GARY D. MARINO to me personally known, who being by me duly sworn, says that he is the Pres & CEO of LOUISIANA AND NORTH WEST RAILROAD COMPANY, INC., a Louisiana corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

AS WITNESS my hand and notarial seal.



Sharon A. Hecker
Notary Public

My Commission Expires:

Nov. 29, 2011

STATE OF _____)
COUNTY OF _____) ss

On this _____ day of March, 2010, before me, a Notary Public of the County and State aforesaid, personally appeared _____ to me personally known, who being by me duly sworn, says that he is the _____ of Fifth Third Bank, an Ohio banking corporation, successor by merger with Fifth Third Bank, a Michigan banking corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

AS WITNESS my hand and notarial seal.

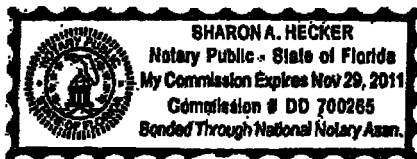
Notary Public

My Commission Expires:

STATE OF FLORIDA)
COUNTY OF Palm Beach) ss

On this 3rd day of March, 2010, before me, a Notary Public of the County and State aforesaid, personally appeared GARY D. MARINO to me personally known, who being by me duly sworn, says that he is the Pres & CEO of PATRIOT RAIL CORP., a Delaware corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

AS WITNESS my hand and notarial seal.



Sharon A. Hecker
Notary Public

My Commission Expires:

Nov. 29, 2011

EXHIBIT A

Patriot Rail Corp.

1. None

**Rarus Railway Company
d/b/a
Butte, Anaconda and Pacific Railway**

A. LOCOMOTIVES

1. (1) GP-7 EMD, built 1953, 1500 Horsepower locomotive – RARW 301
2. (3) GP-9 EMD, built 1957, 1950 Horsepower locomotive
 - i) RARW 201
 - ii) RARW 302
 - iii) RARW 107

B. ROLLING STOCK

1. (5) Ballast cars
2. (19) Flat cars
3. (3) Air dumps
4. (2) Steel flat cars
5. (1) High side flat cars
6. (1) Tank car
7. (1) Box car, wooden
8. (35) 1992 Build J200 Gondola cars

RARW 595	RARW 600	RARW 596	RARW 529
RARW 511	RARW 537	RARW 601	RARW 552
RARW 526	RARW 518	RARW 578	RARW 568
RARW 599	RARW 507	RARW 604	RARW 593
RARW 527	RARW 516	RARW 563	RARW 566
RARW 561	RARW 560	RARW 523	
RARW 591	RARW 573	RARW 588	
RARW 557	RARW 543	RARW 565	

RARW 594	RARW 571	RARW 515
RARW 502	RARW 524	RARW 508

9. (32) 1969 Build, 1992 rebuild J200

RARW 3883	RARW 3841	RARW 4199
RARW 3991	RARW 4017	RARW 3921
RARW 3855	RARW 3821	RARW 4093
RARW 4007	RARW 3815	RARW 3811
RARW 3861	RARW 3835	RARW 4185
RARW 3875	RARW 3881	RARW 4029
RARW 4197	RARW 3981	RARW 3953
RARW 3845	RARW 3933	RARW 3963
RARW 4067	RARW 4089	RARW 3813
RARW 3967	RARW 3979	RARW 4109
RARW 3897	RARW 4025	

10. (1) Caboose

C. AUTOMOBILES

1. 1979 Chevy ¾ ton crew truck – VIN – CKL249F467945
2. 1994 Chevy 3500 mechanics truck – VIN – 1GBJK34K5RE118450
3. 2005 Chevy HD2500 crew truck – VIN – 1GCHK23U55F808260
4. 1995 Chevy 2500 fuel truck – VIN – 1GCFK24K9SZ124696
5. 1979 Chevy C60 crew truck – VIN – C16DB9V116024
6. 1991 Volvo WG64 dump truck – VIN - 4V2JCBLF1MR809755
7. 1979 Chevy ¾ ton fuel truck – VIN – CCL249F341575
8. 2000 Chevy 2500 maintenance truck – VIN – 1GCGK24J8YR186787
9. 1990 Chevy 2500 ¾ ton reg. cab – VIN – 1GCFK24J8YR186787
10. 1973 Chevy 2 ton rip track boom truck VIN – 1D9FS1624N1109546
11. 1980 Chevy 2 ½ ton flatbed dump- VIN – C17DDAV117236
12. 1979 GMC Sierra 7000 boom/pole truck – VIN – T17DE9V570040
13. 1993 Chevy 2wd, hi-rail crew cab – VIN – 1GCGC33K6PJ387257
14. 1997 Ford F350 flatbed – VIN – 1FDKF38F6VEB15452
15. 2004 Gooseneck trailer – VIN – 4DYFS252341024657

16. Miller, tilt top trailer – VIN 13000
17. 2001 Chevy Silverado, crew truck – VIN – 1GCEK19TX1E275558
18. 1993 Chevy 3500 crew cab hi-rail – VIN – 1GCGC33KOPJ401282
19. 2001 Ford 250 supercab truck - VIN – 1FTNX821S81ED60618
20. 1995 Ford Supercab 150 - VIN – 1FTEX14N4SKA10373
21. 1988 Ford F800 diesel wrecker truck – VIN – 1FDXK84A2JVA56192
22. 1992 DCT trailer – VIN – 1D9FS1624N1109546
23. 1987 Homemade trailer – VIN - SNTR38457MY
24. 1968 Peterbilt feight hauler – SERIAL NO. - 26832

D. MAINTENANCE OF WAY EQUIPMENT

1. 1994 John Deere 301D Backhoe – SERIAL NO. - 800718
2. 1990 Hitachi EX150, Excavator – SERIAL NO. - 1331609
3. 1987 Fairmont W119B2 Tie Exchanger – SERIAL NO. - 252819
4. Geismar MRT Tie Inserter – SERIAL NO. - 6902
5. 1991 Fairmont W96 D1-1 Spiker
6. 1987 Geismar Tie Inserter – SERIAL NO. - 85027
7. Kershaw Tie Crane
8. 1947 Caterpillar D4 Dozer – SERIAL NO. – 7U7159
9. Fairmont Spike Puller, Dual spike puller
10. 1987 Gradall Track Star – SERIAL NO. – 220C
11. Jackson 6500 Tamper – SERIAL NO. - 135531
12. 1978 Pettibone 441-B Speedswing – SERIAL NO. - 2301
13. Tamper Stalf – SERIAL NO. - 2472813
14. 1989 Stanley HP-175 Hydraulic Power Unit – SERIAL NO. 1651
15. 1994 Jackson 950 Tie Crane – SERIAL NO. - 151899

16. Kershaw 4FW-E12 Ballast Regulator – SERIAL NO. – 4FW-627
17. 1984 Fairmont 60-4 Undercutter – SERIAL NO. - 4781034
18. 1972 Ingersol Rand Spot Air compressor – SERIAL NO. – 104CA3
19. Hobart 300 Track Welder
20. Ingersol Rand Pavement Breaker
21. Fairmont Gang Car (Motor Car)
22. Jacks 35-ton
23. 2002 Bobcat
24. 1970 P&H Crane 15-ton Crane
25. Hyster H70C Lift Truck
26. Hyster H70C Challenger Lift Truck
27. Hyster H25E Challenger Lift Truck
28. 1984 Pettibone 441-C Speedswing – SERIAL NO. - 2736
29. 1982 Caterpillar Front End Loader
30. (2) Jacks 100-ton
31. 1944 Buda Chor Boy ½ ton capacity
32. Air compressor
33. 1987 Welder

Tennessee Southern Railroad Company, Inc.

A. LOCOMOTIVES

1. None

B. ROLLING STOCK

1. (8) Open Top Hopper

Open Top Hopper - # 5022

Open Top Hopper - # 5051
Open Top Hopper - # 5054
Open Top Hopper - # 5055
Open Top Hopper - # 5056
Open Top Hopper - # 5068
Open Top Hopper - # 5069
Open Top Hopper - # 5070

2. (3) Covered Hopper
3. (1) Caboose
4. (1) Flat car
5. (1) Tool car
6. (3) Boxcars

Box car GNRR 60000
Box car GNRR 12129
Box car GNRR 12049

7. (1) Coil steel Gondola Car

C. AUTOMOBILES

1. 1996 Chevy C2500 hi-rail truck with Fairmont 307 gear – VIN – 1GCGC24ROTE162955
2. 1989 Jeep Cherokee – VIN – 1J4FJ28L3KL435866
3. 1995 GMC Truck – VIN – 1GDKP32K9S3501793
4. 1989 Ford F800 hi-rail truck w/ hydraulic gear and a national series 300B – VIN – 1FDPK84A1KVA56282
5. 1992 Ford F800 hi-rail truck with Fairmont gear and an IMT 425AT crane – VIN – 1FDXK84AXNVA26878
6. 1992 Ford – VIN – 1FDTF15Y4NLA25808
7. 1995 Ford F350 pick-up – VIN – 1FDJF37F1SEA45612
8. 1992 Ford F800 hi-rail truck with DMF 1630 gear and an IMT 3016 crane – VIN – 1FDXK84A7NVA24148
9. 1998 Chevy – VIN – 1GBGC34ROWE220609

10. 1999 Chevy C3500 hi rail truck with Fairmont 307 gear – VIN – 1GCGC34R7XF0811215
11. 2000 Ford F350 hi-rail truck with Fairmont 307 gear – 1FTSX31L8YEC47201
12. 1993 Dodge Dakota - VIN 1B7FL26G2PS216707
13. 1999 International 8100 – VIN – 1HSHBAHNXXH219716
14. 2008 Ford F250 – VIN – 1FTSW21598EE07004
15. 2004 Dodge Durango – 1D4HB38N14F225239

D. MAINTENANCE OF WAY EQUIPMENT

1. Jackson 5500 Regulator - SERIAL NO. - 137137
2. Spike Puller
3. Alamo Flail Mower – model AB20 – SERIAL NO. - 43505
4. Gardener / Denver blower , model P5CD119L7 – SERIAL NO.- U71894
5. Cameron Mark II Electromatic Switch Tamper with Torsion beam, model ESTDAG – SERIAL NO. - 108720
6. Railway track-work brush cutter w/ Alamo mower, model TH2170A
7. Kershaw Tie Crane – SERIAL NO. – 12-663-84
8. Tamper/ Harsco Tamper, Mark I – SERIAL NO. – JRA-J675325
9. Nordberg spiker/gauger , model Super B – SERIAL NO. - 432
10. Jackson Tie Inserter, model 925 – SERIAL NO. - 136089
11. Kershaw Regulator, model 26-2-1 – SERIAL NO. - 1608
12. Manitowac crawler crane – SERIAL NO. - 3966
13. Hyster Fork Lift, model H165E – SERIAL NO – B7P59415
14. Clark Fork Lift
15. Hyster Fork Lift, model H800A – SERIAL NO. – A19P1576H
16. CAT 988A rubber loader with 5 yard bucket, model 988AWC
17. Case Backhoe, model 580SM- SERIAL NO. – JJG0284588

18. Hood Loader, model 24000 – SERIAL NO. - 243780
19. JL case back hoe, model 580K – SERIAL NO. – JJCC133778
20. Hyster Forklift, model H200HS – SERIAL NO. – C007P032422
21. Bi pass grapple
22. Fleco grapple, model MY980220
23. Cat Forklift, model V160B
24. Komatsu Forklift, model FD70-7
25. Hyster forklift, model H200HS
26. Komatsu forklift, model FC30HT-12
27. Clark forklift, model CGP40
28. Hyster Forklift, model S100XL2

Sacramento Valley Railroad, Inc.

A. LOCOMOTIVES

1. None

B. ROLLING STOCK

1. None

C. AUTOMOBILES

1. 2008 Ford F150 XLT – VIN – 1FTPX12558FA59904

D. MAINTENANCE OF WAY EQUIPMENT

1. None

Utah Central Railway Company, Inc.

A. LOCOMOTIVES

1. (1) B23-7 General Electric Transportation systems built 1978, 2250 Horsepower locomotive – UCRY 3104
2. (1) B39-8 General Electric Transportation systems built 1987, 3900 Horsepower locomotive – UCRY 8501
3. (3) B30-7 General Electric Transportation systems built 1979, 3000 Horsepower locomotive – UCRY 7780, UCRY 7806, UCRY 7742

B. ROLLING STOCK

1. None

C. AUTOMOBILES

1. 2003 Dodge Durango – VIN – 1D4HS48Z73F519543
2. 2004 Dodge Dakota – VIN- 1D7HG38N24S636967
3. 2006 Dodge Dakota – VIN – 1D7HW48N66S671975
4. 2002 Dodge 1500 – VIN – 3D7HU18Z12G146167

D. MAINTENANCE OF WAY EQUIPMENT

1. Jackson 2400 Hydraulic Tamper, built 2007 – SERIAL NO. - 153441
2. Know Kershaw Utility Vehicles, built 2004 – SERIAL NO. – 002-750-04
3. Burro Crane, model 40-405, built 1976 – SERIAL NO. - 152409
4. CAT backhoe- 416C, built 1998 – SERIAL NO. - 1103876
5. Kershaw Model 26-2 Ballast Regulator, built 1984

Louisiana and North West Railroad Company, Inc.

A. LOCOMOTIVES

1. None

B. ROLLING STOCK

1. 4 50 ft. boxcars, 12000 series, build 1976

C. AUTOMOBILES

1. a. 99 Ford F150 Supercab VIN 2FTRX17W7XCA38752
2. b. 2000 Ford F550, 4-door, 17,500 GVW VIN 1FDAW56F2YEB51136
(hydraulic hy-rail, flat bed, crane)
3. c. 2001 Ford F550, 2-door, 17,500 GVW VIN 1FDAF56F01EA81156
(hydraulic hy-rail, flat bed, crane)
4. d. 2004 Ford F550, 4-door, VIN 1FDAW56P64EA84060 (hydraulic hy-rail,
flat bed, crane)
5. 2004 Ford F550, 2-door Ext. Cab, VIN 1FDAX56P14E84061, (flat bed, crane,
boxes)
6. 2004 Ford 150, 4-door, VIN 1FTPW12584KD81621
7. 2005 Freightliner, VIN 1FVACWCSX5HV12230, (hy-rail, flat bed, crane, boxes)

D. MAINTENANCE OF WAY EQUIPMENT

1. Ingersoll-Rand Air compressor, 1993 model P130WJD – SERIAL NO. –
235069VFD
2. Knox Kershaw KBR 850 Tier 3 Ballast Regulator
3. Kershaw Tie Crane, Model 12-5 – Build 1998 – SERIAL NO. – 12-981-98
4. Harsco Tamper, Model 6700 truss-type Switch and Production Tamper with
computer curve aligner – SERIAL NO. - 153382
5. John Deere Model 300B Backhoe/Loader, build 1974
6. John Deere Model 210C Backhoe/Loader, build 1989 – SERIAL NO. - 753131
7. 1 Stihl gasoline powered rail saws

8. 2 Gasoline powered rail drills
9. 3 Gasoline powered chain saws
10. 1 Racor Model C gasoline powered track bolt tightener
11. 1 1994 Geismar gasoline powered Model BSR8 track bolt tightener
12. 1 Honda gas powered generator, 1998 model EM 2500XK – SERIAL NO. – EZCN1067151
13. 1 Honda gas powered generator, 1998 model EM 1800 – SERIAL NO. - 1055963
14. 1 Honda gas powered generator, 1999 model EM3500SX – SERIAL NO. – EA6-1132204
15. 1 Geismar PR8 Rail Drill – SERIAL NO. - 28223
16. 1 Lincoln gasoline powered AC/DC welder, Model G-8000 – SERIAL NO. – 9932-U7930207448
17. 1 Lincoln gasoline powered AC/CD welder, Model 6000 – SERIAL NO. – A1075136
18. 1 Delco steam cleaner, model Versa 4200 – SERIAL NO. – 493-46623
19. 1 KGT Hy-rail Crane with telescopic boom, hydraulic winch, excavating bucket, back hoe boom and bucket. – SERIAL NO. – KGT 4403
20. 2 Geismar Rail Trolleys
21. 3 Grass Trimmers
22. 1 Champion 10HP Kohler air compressor Model No 20-471 – SERIAL NO - 24699
23. 1 Troy Bilt 6 HP bigwheel string trimmer/mower, Model 52028
24. 1 Campbell Hausfield 5 HP 230V air compressor Model CL281300AJ – SERIAL NO. - 42123
25. 1 Model CP 894 1 inch air impact wrench
26. 1 20 Ton Cal Hawk hydraulic shop press – SERIAL NO. – JM9705001840
27. 4 Triangle TPC 4213 SN A94, wheeled floor fans

Temple & Central Texas Railway, Inc.

A. LOCOMOTIVES

1. None

B. ROLLING STOCK

1. None

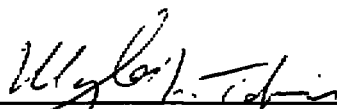
C. AUTOMOBILES

1. None

D. MAINTENANCE OF WAY EQUIPMENT

1. None

Under penalty of perjury, I declare that I have compared the foregoing copy of the Assignment of Rents and Lessor's Interest in Leases with the original and have found the copy to be complete and identical in all respects to the original document.



Myles L. Tobin
Filer for Secured Party